44 Phil. 668

[G.R. No. 19740. March 22, 1923]

PAULO LAURETA, AS ADMINISTRATOR OF THE ESTATE OF SEVERA MAGNO Y LAURETA, DECEASED, PLAINTIFF AND APPELLEE, VS. PEDRO EMILIO MATA AND ESTER MAGNO, DEFENDANTS AND APPELLANTS.

D E C I S I O N

STATEMENT

The following instrument, known in the record as Exhibit A, omitting the description of the lands and other personal property, was executed February 2, 1918:

"DEED OF DONATION EXECUTED BY SEVERA MAGNO Y LAURETA IN FAVOR OF PEDRO EMILIO MATA	—	In the municipality of Solsona, Ilocos Norte, Philippine Islands, I, Severa Magno y Laureta, widow, seventy years old

and resident of the municipality of Solsona, Ilocos Norte, Philippine Islands, a proprietor by occupation, hereby declare that for the purpose of giving the young Pedro Emilio Mata, single, seventeen years old, resident of this municipality and son of Pastor Mata, already deceased, and Ester Magno, a reward for the services which he is rendering me, and as a token of my affection toward him and of the fact that he stands high in my estimation, I hereby donate 'mortis causa' to said youth all the properties described as follows:

(Here follows an accurate description of a large number of parcels of real estate, and a large amount of personal property.)

"I declare that all the rice lands above mentioned are my exclusive property, and to identify in a clearer manner the halves mentioned in some of the foregoing clauses I hereby state that they are the one-half that was allotted to me in the partition had between me and the heirs of my deceased husband, and, therefore, all the part that was allotted to me in the said partition is the subject of this donation.

"I also declare that I likewise donate to the said youth the right to, and usufruct of, two parcels of land situated in Mariquet, on which I hold a mortgage for the sum of P250, subject to the conditions stipulated in the document executed to evidence the said mortgage.

"I also declare that it is the condition of this donation that the donee cannot take possession of the properties donated before the death of the donor, and in the event of her death the said donee shall be under obligation to cause a mass to be held annually as a suffrage in behalf of my soul, and also to defray the expenses of my burial and funerals.

"I, Ester Magno, widow, of age, resident of the municipality of Solsona, and mother of the young Pedro Emilio Mata, the donee under this document, hereby accept this donation on behalf of my said son, thanking the donor for her liberality and affection toward my said son, Pedro Emilio Mata, the donee, with all the conditions imposed by the donor.

"In testimony whereof we affixed our marks to these presents in Solsona, this 2d day of February, 1918.

(Marked) "SEVERA MAGNO
(Sgd.) "ESTER MAGNO

(Sgd.) "PEDRO EMILIO MATA

"Signed in the presence of:
(Sgd.) "IGNACIO FLORES

(Sgd.) "ELIAS DULDULAO"

(Then follows the notarial acknowledgment in due and regular form.)

It is admitted that at the time of its execution, the grantor was the owner in fee simple of all the lands therein described. In the course of time the

grantor died and at the time of her death Pedro Emilio Mata, the grantee in the deed, and Ester Magno, entered upon and took possession of the lands.

The plaintiff applied for and was appointed administrator of the estate of the grantor Severa Magno y Laureta, deceased, and made a demand upon the defendants for possession of the lands which was refused, resulting in this action by the plaintiff as administrator, to recover possession of the premises and the sum of P9,000 as the value of the products of the land from April 9, 1918, until the termination of the case, for the sum of P1,200 damages, for the unlawful and wrongful withholding of possession, and costs.

For answer the defendants made a specific denial of all of the material allegations of the complaint, and pray judgment for costs.

Upon such issues the case was tried and submitted upon a stipulation of facts to the effect that any title or right of possession which Pedro Emilio Mata has to the possession of the premises is founded upon Exhibit A.

The lower court rendered judgment to the effect that the plaintiff was entitled to the possession of the lands in question and the sum of P1,050, the agreed rental value and costs, from which the defendants appeal, assigning nine different errors, the combined substance of which is that the lower court erred in holding that the donation made by the deceased, known as Exhibit A, should be construed under the provisions of article 620 of the Civil Code, and that the defendants did not acquire title to the lands under it, that their possession was illegal, and that the land was the property of the heirs of the deceased, and in rendering judgment for the plaintiff, and in overruling the defendants' motion for a new trial.

JOHNS, J.:

Its execution having been admitted, the question involved is the construction, legal force, and effect of Exhibit A. Among other things it recites that I, Severa Magno y Laureta, widow, seventy years old * * * hereby declare that for the purpose of giving the young Pedro Emilio Mata, single, seventeen years old, * * * and son of Pastor Mata, already deceased, and Ester Magno, "a reward for the services which he is rendering me, and as a token of my affection toward him and of the fact that he stands high in my estimation, I

hereby donate ‘mortis causa’ to said youth all the properties described as follows.” In the second paragraph it is said: “Therefore, all the part that was allotted to me in the said partition is the subject of this donation.” In the third it recites: “I also declare that I likewise donate to the said youth the right to, and usufruct of, two parcels of land situated in Mariquet, etc.” In the fourth—”I also declare that it is the condition of this donation that the donee cannot take possession of the properties donated before the death of the donor, etc.”

The donee, Pedro Emilio Mata, was the son of Pastor Mata, deceased, and was seventeen years old at the time the instrument was executed. The instrument further recites that Ester Magno, a widow and the mother of Pedro Emilio Mata, with all the conditions imposed by the donor, accepted the donation on behalf of her son, and thanked the donor for her liberality and the affection for her son.

The plaintiff contends and the trial court found that Exhibit A should be construed under the terms and provisions of article 620 of the Civil Code as follows:

> “Donations which are to become effective upon the death of the donor partake of the nature of disposals of property by will and shall be governed by the rules established for testamentary successions.”

As we analyze it, Exhibit A is a donation *in praesenti* and conveyed the fee simple title to the lands in question subject only to the life estate of the donor. It must be conceded that during her lifetime the grantor had a legal right to convey the fee simple title to her lands to any person in her discretion, reserving to herself a life estate. In legal effect, that is what she did here, The conveyance of the lands took effect upon the making and delivery of the deed, reserving a life estate only in the donor. The conveyance itself was not “to become effective upon the death of the donor,” but took effect at the time of its execution. The instrument does not recite that the conveyance itself is not to become effective until the death of the donor, but, in legal effect, it recites that an actual conveyance is made subject to the life estate of the donor. Upon its face Exhibit A comes squarely within the

provisions of article 623 of the Civil Code, which reads:

> "A donation is perfected as soon as the donor has knowledge that it has been accepted by the donee."

Here, it appears from the instrument itself that Ester Magno accepted the donation on behalf of the son, and the acceptance is incorporated in the body of the instrument and made a part of it, and is signed by the donor and acceptor in the presence of witnesses and the instrument as a whole is legally acknowledged before a notary public.

Again, when the instrument is construed as a whole it shows upon its face a delivery and acceptance. The donor conveys the lands, and in and by the same instrument the mother of the donee accepts the conveyance upon the terms and conditions stated in the deed.

Corpus Juris, vol. 18, p. 208, says:

> "Where, however, a deed containing a provision that it is not to take effect until the grantor's death is actually delivered to the grantee during the lifetime of the grantor, it will be sustained as a present grant of a future interest."

That is this case. Legally speaking, it was a delivery and an acceptance of the deed. The facts bring the case squarely within article 623 of the Civil Code. Here, there was a donation and an acceptance both in the same instrument which made it a perfected donation within the meaning of article 623.

Commenting on article 620 of the Civil Code in volume 5, page 82, of the 1910 edition, Manresa says:

> "In pure donations, in donations until an affixed day, and in donations with a resolutory condition the property is of course conveyed to the donee during the life of the donor and as to this point there is no question.

> "When the time fixed for the commencement of the enjoyment of the property donated be at the death of the donor, or when the suspensive condition is related to his death, confusion might arise. To avoid it we must distinguish between the actual donation and the *execution* thereof. That the donation is to have effect during the lifetime of the donor or at his death does not mean the delivery of the property must be made during his life or after his death. From the moment that the donor *disposes* freely of his property and such disposal is accepted by the donee, the donation exists, perfectly and irrevocably (articles 618 and 623). Until the day arrives or until the condition is fulfilled, the donation, although valid when made, cannot be *realized*. Thus, he who makes the donation effective upon a certain date, even though to take place at his death, disposes of that which he donated and he cannot afterwards revoke the donation nor dispose of the said property in favor of another. If the thing is lost thru the fault of the donor, or if it is damaged, indemnity may be recovered. Regarding donations with suspensive conditions, it is sufficient to read articles 1120 and 1122 to understand the effects which this kind of donation has during the lifetime of the donor. He who makes a donation effective after his death, makes a donation, not a legacy. 1'he mere name of the act, when a different intention does not clearly appear, is enough in order to make applicable thereto the rules of law referring to donations. However, if the ill-named donor not only postpones the date of the execution of the donation until his death but also reserves the right to revoke said act at his pleasure, then this act is not valid as a form of contract; this is in truth a disposition of property *mortis causa* which requires the same solemnities as required in making a will."

Although it is not included in the stipulation of facts, it does appear from the record that some of the property described in Exhibit A was sold and disposed of by the donee during the lifetime of the donor.

In any event, Exhibit A was a donation *in praesenti* as distinguished from a gift *in futuro*, hence does not come under the provisions of article 620 of the Civil Code.

The effect of this decision is to hold that Pedro Emilio Mata took and acquired a valid title to the premises in dispute at the time Exhibit A was

executed, subject only to the life estate of the donor, and he is now the owner of the lands described in the pleadings. But the defendants made a general denial, and did not ask for affirmative relief, hence none can be granted.

The judgment of the lower court is reversed, and the plaintiff's complaint is dismissed, with costs in favor of the defendants. So ordered.

Araullo,
C.J., Street, Malcolm, Avanceña, Ostrand, and *Romualdez, JJ.,*
concur.

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